

## City of Nashua

### Central Purchasing 229 Main Street Nashua NH 03060

February 10, 2015

#### **INVITATION TO BID**

## 2015 Main Roads Paving Program IFB0660-031215

The City of Nashua, Division of Public Works, is seeking bids for the **2015 Main Roads Paving Program**. The scheduled work is located in various areas throughout the City of Nashua and consists primarily of pavement overlaying and road reconstruction for an approximate total length of 26.1 miles. See attached Table 1 (page 4 of this document) for list of proposed streets to be paved. The contract will be awarded following approval by both the Board of Public Works and Board of Aldermen.

Contractor shall ensure that its activities and activities of its employees are in strict compliance with all Environmental Protection Agency, NHDES, and DOT regulations and all other applicable federal, state and local statutes, ordinances, regulations and rules, including without limitation, the Federal OSHA of 1970, as amended and the standards and regulations issued hereunder, and all other statues, ordinances, regulations, rules, standards and requirements of common law in relation to industrial hygiene and safety, and the protection of health and the environment.

The City of Nashua would like to emphasize the importance of construction work zone safety. The City has adopted the provisions of the Manual on Uniform Traffic Control Devices (MUTCD) for work zone safety. Unless otherwise indicated in this contract, the contract shall follow the requirements of the MUTCD at all roadway construction work zones.

Completion time for the project will be calculated as calendar days from the date specified in the "Notice to Proceed", as follows:

If the Base Contract, approximately 13.7 miles, is awarded:

| 330 calendar days                                 | for substantial completion |
|---|----------------------------|
| 365 calendar days                                 | for contract completion    |
| If the Base Contract and Alternate, approximately | / 26.1 miles, are awarded: |
| 690 calendar days                                 | for substantial completion |
| 730 calendar days                                 | for contract completion    |

Liquidated damages will be in the amount of <u>\$500.00</u> for each calendar day of delay from the date established for substantial completion, and <u>\$1.000.00</u> for each calendar day of delay from the date established for contract completion.

#### **INSTRUCTION TO BIDDERS:**

Bids must be submitted with **one (1) original and one (1) copy** no later than **3:00 pm**, **Thursday**, **March 12**, **2015** c/o Central Purchasing, Lower Level, City Hall, 229 Main Street, Nashua, NH 03060, in sealed envelopes clearly marked "2015 Main Road Paving Program". Bids will be opened and publicly read at that time. Results showing all bidders' identities and their respective bid amounts will be available on our website, <a href="www.nashuanh.gov">www.nashuanh.gov</a>, under Bid Results (Refer to Document **IFB0660-031215**), within twenty-four (24) hours after the opening.

Beginning Friday, February 13, 2015, at noon, plans/bid documents will be available electronically from the City web site: www.nashuanh.gov - Citizen Favorites - Current Bid Opportunities - document IFB0660-031215. Please note paper copies will not be available. No bid documents are available at the Central Purchasing Office.

Bids must be submitted in the format provided and address the items specified in the bid package.

Delivery of the Bids shall be at the Vendor's expense. The time of receipt shall be considered when a Bid has been officially documented by the Department, in accordance with its established policies, as having been received at the location designated above. The City of Nashua accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Vendor's responsibility.

Postmarks or other timestamps will not be accepted in lieu of actual delivery. The firm can use whatever delivery mechanism it chooses as long as it remains clear that the firm is responsible for submissions prior to the date and time.

The City of Nashua assumes no liability for the payment of costs and expenses incurred by any bidder in responding to this request for bids. All bids become the sole property of the City of Nashua. This request for bids is not a contract and alone shall not be interpreted as such but rather serves as an instrument through which bids are solicited.

The project timeline is as follows:

|   | Date                         | Time   |  |
|---|------------------------------|--|--|
| Bid Documents Available (on the City website)       | Friday, February 13, 2015    | Noon   |  |
| Deadline for Questions to be submitted in writing * | Wednesday, February 25, 2015 | 5:00PM   |  |
| Answers/clarifications posted                       | Monday, March 2, 2015        | Posted to the City website by 4:00 PM                                  |  |
| Bid Due   | Thursday, March 12, 2015     | 3:00 PM Purchasing Department, City<br>Hall, 229 Main St., Lower Level |  |

Vendors are encouraged to submit questions via email; however, the City assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt. Inquiries must be submitted in writing, citing the IFB title, IFB number, Page, Section, and received no later than Wednesday, February 25, 2015 at 5:00PM to

> Stephen Dookran City Engineer

Email: dookrans@nashuanh.gov

Please note that the City of Nashua will be closed on Monday, February 16<sup>th</sup>, 2015 in observance of Presidents Day.

The City will consider all timely-received questions and requests for change and, if reasonable and appropriate, will issue an addendum to clarify or modify this IFB. Answers to vendor submitted questions and other addenda will be posted under document IFB0660-031215 on the City of Nashua website; www.nashuanh.gov under Citizen Favorites, Current Bid Opportunities no later than Monday, March 2, 2015, 4:00PM.

The City of Nashua may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim or cause of action by any unsuccessful bidder against the City of Nashua. The City reserves the right to waive any irregularities when the public interest will be served thereby. The City also reserves the right to negotiate any change or amendment in any bid without soliciting further bids if the action is necessary for the best interest of the City.

All bids are binding for sixty (60) days following the deadline for bids, or until the effective date of any resulting contract, whichever is later.

The successful bidder must maintain the following lines of coverage and policy limits for the duration of the contract. Any subcontractors used by the successful bidder are subject to the same coverage and limits and is a subcontractor of the successful bidder and not the City of Nashua. It is the responsibility of the successful bidder to update Certificates of Insurance during the term of the contract. Liability limits are as follows:

➤ General Liability: \$1,000,000 per Occurrence

\$2,000,000 Aggregate

➤ Motor Vehicle Liability: \$1,000,000 Combined Single Limit

\*Coverage must include all owned, non-owned and hired vehicles.

Workers' Compensation Coverage according to Statute of the State of New Hampshire: \$100,000 / \$500,000 / \$100,000

#### The City of Nashua must be named as an additional insured on all liability certificates.

All bidders and subcontractors at every tier under the bidder will fully comply with NH RSA Chapter 281-A, "Workers' Compensation". It is the responsibility of the CONTRACTOR to submit to the OWNER certificates of insurance for the Designer and all other subcontractors prior to the start of the project. It is the responsibility of the CONTRACTOR to provide the OWNER with updated certificates of insurance for the CONTRACTOR and all subcontractors 10 days prior to the expiration of coverage. The OWNER may, at any time, order the CONTRACTOR to stop work, suspend the contract or terminate the contract for non-compliance. All subcontractors are subject to the same insurance requirements as the CONTRACTOR.

No bid will be considered unless accompanied by a bid security in the form of a Bid Bond, in an amount not less than five percent (5%) of the Base Bid plus Alternate A.

The successful contractor will be required to post a 100% Performance Bond and a 100% Payment Bond in an amount equal to the Contract Award.

Cost of bond premiums to be included in the bid submittal.

The City is exempt of all taxes. All bids must be FOB Nashua, NH. All bidders must comply with all applicable Equal Employment Opportunity laws and regulations.

Pursuant to NRO 5-71 (A) The City of Nashua supports the concept of purchasing products that are biodegradable, can be or have been recycled, or are environmentally sound. Due consideration will be given to the purchase of such products. If you are bidding on any such products that qualify, please so indicate in a cover sheet by item number and description.

Pursuant to NRO 5-78 (F), the Purchasing Manager shall not solicit a bid from a contractor who is in default on the payment of taxes, licenses or other monies due the city. Therefore, this bid request is void as to anyone who is in default on said payments.

Questions relating to this request may be directed to Steve Dookran, City Engineer, at dookrans@nashuanh.gov

Respectfully,

Mary Sanchez, CPPB Purchasing Agent II City of Nashua

sanchezm@nashuanh.gov

mary Sanchez, CPPB



# **City of Nashua**

Public Works Division 9 Riverside Street Nashua, NH 03062

Engineering Department 9 Riverside Street Fax (603) 589-3169

### Table 1. Main Roads Paving - List of Proposed Roads to Pave

| Base Contract             |                  |                     |               |  |  |
|---------------------------|------------------|---------------------|---------------|--|--|
| Name From                 |                  | То                  | Length, miles |  |  |
| Amherst St                | Main St          | Hardy St            | 0.8           |  |  |
| Amherst St                | Hardy St         | Turnpike            | 0.8           |  |  |
| Amherst St                | Turnpike         | City Line           | 3.2           |  |  |
| Broad St                  | Amherst St       | 35 Broad St         | 0.3           |  |  |
| Broad St                  | Coliseum Ave     | Dublin Ave          | 0.5           |  |  |
| Broad St                  | Dublin Ave       | Hyannis St          | 1.4           |  |  |
| Kinsley St                | New Dunstable Rd | Hanover St          | 0.9           |  |  |
| Kinsley St                | Hanover St       | Main St             | 0.5           |  |  |
| Lake St                   | Lund Rd          | Almont St           | 0.6           |  |  |
| Lake St                   | Almont St        | Pine St             | 0.5           |  |  |
| Lake St                   | Pine St          | Ash St              | 0.1           |  |  |
| Lake St                   | Ash St           | Chestnut St         | 0.1           |  |  |
| West Hollis St            | Main St          | Turnpike            | 1.7           |  |  |
| West Hollis St            | Wellesley Rd     | Gary St             | 1.1           |  |  |
| West Hollis St            | Gary St          | Marina Dr 0.6       |               |  |  |
| West Hollis St            | Marina Dr        | 1096 West Hollis St | 0.6           |  |  |
| Base Contract Total Miles |                  |                     | 13.7          |  |  |

#### Alternate

| Name                               | From             | То                    | Length, miles |
|------------------------------------|------------------|-----------------------|---------------|
| Bridge St                          | Canal St         | City Line             | 0.5           |
| Canal St                           | Main St          | Bridge St             | 0.7           |
| Concord St                         | Main St          | Henri Burque Hwy      | 1.5           |
| DW Highway                         | Main St          | Mass Line             | 2.9           |
| East Dunstable Rd                  | Lund Rd          | Main St               | 0.7           |
| East Hollis St                     | Main St          | City Line             | 1.1           |
| Main St                            | Concord St       | Roundabout            | 2.0           |
| Manchester St                      | Henri Burque Hwy | Concord St            | 1.3           |
| Spit Brook Rd/East<br>Dunstable Rd | Lamb Rd          | DW Highway            | 1.7           |
|                                    |                  | Alternate Total Miles | 12.4          |

#### **Base Contract and Alternate 26.1 miles**

| Administration         | Street         | City           | Parks-Recreation | Solid Waste    | Wastewater      |
|------------------------|----------------|----------------|------------------|----------------|-----------------|
| <b>Business Office</b> | Department     | Engineer       | Department       | Department     | Treatment Plant |
| (603) 589-3140         | (603) 589-4750 | (603) 589-3120 | (603) 589-3370   | (603) 589-3410 | (603) 589-3560  |